burse the wife if she has paid them. *Hunt* v. *Hunt*, 23 Okl. 490, 100 Pac. 541. She has a right to a part of the joint accumulations. *Werner* v. *Werner*, 59 Kan. 399, 53 Pac. 127. But in some cases these remedies may be grossly inadequate. Some jurisdictions have allowed alimony by statute in certain circumstances. *Barber* v. *Barber*, 74 Ia. 301, 37 N. W. 381. The same result is being achieved by judicial decision. *Strode* v. *Strode*, 3 Bush (Ky.) 227. The nondescript allowance, as yet bearing no specific name, takes the same form as alimony; for its size is within the discretion of the court, having regard to all the circumstances. The novelty of the doctrine readily explains the slight confusion with which the principal case achieves a just result.

MORTGAGE — PRIORITIES — SEVERAL NOTES SECURED BY SAME MORTGAGE. — A., the owner of several notes secured by a trust deed, payable two and three years after date, assigned one of the two-year notes to B. and one of the three-year notes to C. The trust deed contained the provision that on default in payment of any of the notes, all should become due. After maturity of all the notes a bill was filed to foreclose the trust deed. *Held*, that all of the two-year notes should be paid first, then the three-year note assigned to C., and then the three-year notes retained by A. *Kuppenheimer* v. *Chicago Title and Trust Co.*, 43 Nat. Corp. Rep. 467 (Ill., App. Ct., Oct. 4, 1911).

In many jurisdictions the various assignees of notes secured by the same mortgage and maturing at different dates share *pro rata* in a distribution of the security irrespective of the order of maturity or assignment of their respective notes. *Donley* v. *Hays*, 17 Serg. & R. (Pa.) 400; *Wilson* v. *Eigenbrodt*, 30 Minn. 4, 13 N. W. 907. In one jurisdiction at least such assignees take priority in the order of assignment. *Cullum* v. *Erwin*, 4 Ala. 452; *Alabama Gold Life Ins. Co.* v. *Hall*, 58 Ala. 1. A large number of jurisdictions, however, hold that priority shall be determined by the order of maturity of the various notes. *Lyman* v. *Smith*, 21 Wis. 674; *Winters* v. *Franklin Bank of Cincinnati*, 33 Oh. St. 250. Nor is this order affected by the presence of an acceleration clause in the mortgage. *Leavitt* v. *Reynolds*, 79 Ia. 348; *Horn* v. *Bennett*, 135 Ind. 158, 34 N. E. 321, 956. *Contra*, *Pierce* v. *Shaw*, 51 Wis. 316, 8 N. W. 209. This view would seem preferable as giving effect to a probable intention of the parties that, by a prior date of maturity, which carries with it, in the absence of an acceleration clause at least, a prior right to foreclose, a party is to be entitled to a preference. The assignee, however, is usually allowed to prevail over the assignor irrespective of the order of maturity. *Parkhurst* v. *Watertown Steam Engine Co.*, 107 Ind. 594, 8 N. E. 635; *Anderson* v. *Sharp*, 44 Oh. St. 260, 6 N. E. 900. *Contra*, *Wood* v. *Trask*, 7 Wis. 566. The principal case illustrates the latter views, except that it prefers the assignor's two-year notes to the assignee's three-year note.

NEGLIGENCE — DUTY OF CARE — DISCONTINUANCE WITHOUT NOTICE OF A CUSTOM OF VOLUNTARILY GIVING WARNING. — The defendant, operating a rock quarry near the plaintiff's blacksmith shop, exploded a blast which frightened a horse being shod by the plaintiff so that it plunged and injured him. At the plaintiff's request, the defendant had habitually warned him before blasting, but on this occasion failed to do so. *Held*, that a complaint alleging these facts states no cause of action. *Hieber* v. *Central Kentucky Traction Co.*, 140 S. W. 54 (Ky.).

One is not originally obliged to notify a person in the plaintiff's situation before blasting. *Mitchell* v. *Prange*, 110 Mich. 78, 67 N. W. 1096. But, if he has habitually done so, it does not necessarily follow that the practice can be discontinued without warning. If a railroad, by withdrawing without notice signals from a crossing where they are usually displayed, causes injury to one relying on them, it is liable, though not originally bound to maintain signals